

EXHIBIT A

DOCUMENT I

State of Alabama Unified Judicial System Form ARCiv-93 Rev.5/99 IN THE CIRCUIT COURT		T - CIVIL CASE Relations Cases) NERAL INFORMA TO COUNTY.	Case Number C V Date of Filing: Month Day TION Of County)	Year	7 0 0 0 9 9 Judge Code: , ALABAMA
	nment Other	Chancy First Defenda	Honu): fr Defer Defer nt Business Government	ndant t Ind t Oth	ividual ner
TOWA - Wantonness TOPL - Product Liat TOMM - Malpractice TOLM - Malpractice TOCM - Malpractice TOCM - Fraud/Bad I TOXX - Other: TORTS: PERSONAL INJURY TOPE - Personal Prope TORE - Real Prope OTHER CIVIL FILINGS ABAN - Abandoned ACCT - Account & N APAA - Administration	ath General Motor Vehicle iility/AEMLD Medical Legal Other Faith/Misrepresentation operty fly Automobile	OTHER CIVIL FILINGS MSXX - Birth/ Enfor CVRT - Civil F COND - Conte CTMP - Conte CONT - Conte CONTE CONT - Conte CONTE CONT - Conte CO	(cont'd) Death Certificate Mode cement of Agency Subjects Commation/Eminent Descript of Court Court of Court Court	dification/Bond ubpoena/Petit omain/Right-or- Seizure ons/Declarator Title/Sale For E Detainer hary Writ/Mand	FILED IN OFFICE FEMICUAPPENIL DIVISION on to Preserve Way MAR 2 4 2017 ANNE-MARIE ADAMS CLERK y Judgment/Injunction Division amus/Prohibition
	☐INITIAL FILING	A APPEAL FROI DISTRICT COU T TRANSFERREI OTHER CIRCUIT	RT	THER:	
HAS JURY TRIAL BEE	N DEMANDED?		e: Checking "Yes" d trial. (See Rules 38 a		
RELIEF REQUESTED:	MONETARY AWARD	REQUESTED []	NO MONETARY AW	ARD REQUES	STED
ATTORNEY CODE:	3/24/2017 Date		Signature of Attorne	Anzis Dey/Party filing t	aniele his form
MEDIATION REQUEST	ED: YES NO [UNDECIDED			

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State of Alabama Unified Judicial System	SUMMONS	Court Case Number
Form C-34 Rev. 7/2016	-CIVIL-	CV2017U0092
IN THE JETTERSAL	COURT OF Out they (Name of County)	COUNTY, ALABAMA
Bruken VESSEL Genitud	Missonary full v. NATIONWILE	INSUPANCE
[Name(s) of Plan	intiff(s)] [Name:	s) of Defendant(s)]
NOTICE TO: NATIONAL NOTICE TO:	Mulide Insurance Compan	vy
YOU MUST TAKE IMMEDIA REQUIRED TO FILE THE OR ALLEGATION IN THE COMPL	(Name of Defendant) R DOCUMENT WHICH IS ATTACHED TO THIS SUN TE ACTION TO PROTECT YOUR RIGHTS, YOU IGINAL OF YOUR WRITTEN ANSWER, EITHER ADN AINT OR OTHER DOCUMENT, WITH THE CLERK ILED OR HAND DELIVERED BY YOU OR YOUR ATT	OR YOUR ATTORNEY ARE MITTING OR DENYING EACH OF THIS AROUNT ASSETT OF
OR ATTORNEY(S) OF THE PLA	INTIFF(S). FEACTA HAMIS DAYLOS CHAC,	MAR 24 2017
ADDRESS(ES) IS/ARE: 844 4720 Court V	Bharr 12 35 Zv 8 [Address(es) of Plaintiff(s) or Attorney(s)]	ANNE-MARIE ADAMS
COMPLAINT OR OTHER DO	AILED OR DELIVERED WITHIN 30 DAYS A DCUMENT WERE SERVED ON YOU OR A JUDGM OR THE MONEY OR OTHER THINGS DEMANDED IN	FTER THIS SUMMONS AND ENT BY DEFAULT MAY BE
TO ANY SHERIFF OR	ANY PERSON AUTHORIZED BY THE ALABA PROCEDURE TO SERVE PROCESS:	AMA RULES OF CIVIL
☐ You are hereby comma this action upon the above-na	unded to serve this Summons and a copy of the Comp	plaint or other document in
☐ Service by certified ma	il of this Summons is initiated upon the written reque	est of
pursuant to the Alabama Rule MAR 2 7 2817	s of Civil Procedure France - Marie adams	By:
(Date)	(Signature of Clerk)	
☐ Certified Mail is hereby	y requested. (Plaintiff's '4ttornev's Signature)	
	RETURN ON SERVICE	,
Return receipt of certific	ed mail received in this office on	
☐ I certify that I personally	y delivered a copy of this Summons and Complaint o	(Date) r other document to
FEIRIA HADRISDANIELS	in Jeffensm	County,
Alabama on 3/25	/ 2017. (Name of County)	, ,,
(Type of Process Server)	(Address of Server)	
	(Phone Number of Server)	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON	DELIVERY
 Complete items 1, 2, and 3 Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits 	A, Signature X B Received by (Printed Name)	☐ Agent ☐ Addressee ☐ Date of Delivery
1 Article Addressed to Nationwide Insurance 1100 Locust Street Dept. 1100 Des Moines, Iowa 50391-1100	D is delivery address different from if YES, enter delivery address	
	3 Service Type	☐ Priority Mail Express®

7016 1970 0000 8954 2924 Extra Services & Fees wheek box, add fe Centified Mail Fee City, State, ZIP+4° Street and Apt No , or PO Box No For delivery information, visit our website at www.usps.com add fee as appropriate)

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

BROKEN VESSEL UNITED)	
MISSONARY FULL GOSPEL)	
BAPTIST CHURCH)	CV201700099
Plaintiff,)	
)	
v.)	
ALL DIVINE CASTANTES PARCETES A ALCOHO)	
NATIONWIDE INSURANCE)	
COMPANY,)	
A, B, and C, whether singular or)	
plural, being those firms, entities	, ,	
or corporations that purchased	'	
or otherwise acquired the assets,) 1	
and/ or ownership of the Nationwide	<i>)</i>	
Insurance Company, at any time	\(\frac{1}{2}\)	
Material to this lawsuit;		
material to this lawsuit;	· ·	
D, E, and F, whether singular or)	
plural, being those firms, entities	í	
or corporations which provided	Ś	
insurance coverage to Broken Vessel	Ś	FILED IN OFFICE
United Missionary Full Gospel	Ś	CIRCUIT CIVIL DIVISION
Baptist Church or otherwise issued	Ś	1440 0 4 0017
an insurance policy to it during the	í	MAR 24 2017
times material to this lawsuit;	Ś	ANNE-MARIE ADAMS
)	CLERK
G, H, and I, whether singular or)	
plural, being those firms, entities)	
or corporations which are the)	
successors in interest Nationwide)	
Insurance Company or any of the)	
fictitious defendants named herein;)	
whose true and correct identities are)	
currently unknown, but will be added)	
by amendment when ascertained,)	
)	
Defendants.)	

CV201700099

COMPLAINT

PARTIES

- 1. Plaintiff, Broken Vessel United Missionary Full Gospel Baptist Church, hereinafter referred to as "Plaintiff" or "Broken Vessel", is a legally organized church located at 4720 Court V, Birmingham, Alabama 35208.
- 2. Defendant, Nationwide Insurance Company, hereinafter to as "Defendant" or "Nationwide", is certified to do business in the State of Alabama and was, in fact, conducting business in Alabama on the date of the incident made the basis of this Complaint.
- 3. Defendants A, B, and C, whose true and correct identities are currently known, but will be substituted by amendment when ascertained, are those firms, entities, or corporations that purchased or otherwise acquired the assets and/ or ownership of Nationwide at any time material to this lawsuit.
- 4. Defendants D, E, and F, whose true and correct identities are currently known, but will be substituted by amendment when ascertained, are those firms, entities, or corporations which provided commercial property insurance coverage to Broken Vessel or otherwise issued an insurance policy to her during the times material to this lawsuit.
- 5. Defendants G, H, and I, whose true and correct identities are currently unknown, but will be substituted by amendment when ascertained, are those firms, entities, or corporations which are the successors in interest to Nationwide Insurance Company or any of the fictitious defendants named herein.

JURISDICTION AND VENUE

- 6. The Jefferson County Circuit Court has original subject matter jurisdiction pursuant to Ala. Code § 12-11-30 in that this civil action wherein the amount of controversy exceeds \$10,000, exclusive of interest and costs.
- 7. Venue is proper in Jefferson County, Alabama, in that the property insured under the Nationwide Insurance Company commercial property's policy made the basis of this lawsuit is located at 4720 Court V Ensley, Birmingham, Alabama 35208.

STATEMENT OF FACTS

- 8. Plaintiff entered into a commercial property policy with Nationwide to insure the church and its contents located at 4720 Court V Ensley, Birmingham, Alabama 35208.
- 9. Broken Vessel purchased a corporate policy of Full Replacement Value and continue to pay for said policy today.
- 10. The policy period for said commercial property policy was for July 6, 2016, through July 6, 2017.
- 11. On or about November 26, 2016, the Plaintiff's church building burned and destroyed and sustained substantial damage and property loss due to the fire.
- 12. That on or about November 27, 2016, Plaintiff submitted a timely claim to Nationwide to obtain coverage under the Nationwide corporate policy for the fire damage to the church.
- 13. On or about February 2, 2017, Nationwide failed to honor the corporate policy issued to Broken Vessel refusing to accept the Birmingham Fire Department's report of "undetermined cause".
- 14. On or about February 2, 2017, Nationwide failed to honor the corporate policy issued to Broken Vessel refusing to accept the Birmingham Police Department's report of "no sign of arson".
- 15. On or about February 2, 2017, Nationwide failed to honor the corporate policy issued to Broken Vessel refusing to accept the Birmingham Fire Department's report of "undetermined cause".
- 16. On or about February 2, 2017, Nationwide failed to honor the corporate policy issued to Broken Vessel based upon their own investigations alleging that the fire was "intentionally set".
- 17. On or about February 2, 2017, Nationwide failed to honor the corporate policy issued to Broken Vessel refusing to accept the church's contractor calculated cost to rebuild the church.

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- 18. On or about February 2, 2017, Nationwide failed to honor the corporate policy issued to Broken Vessel refusing the church's contractor cost to demolish the burnt church structure.
- 19. On or about February 2, 2017, Nationwide failed to honor the corporate policy issued to Broken Vessel based upon the pastor's felony background, which the pastor had previously revealed to Nationwide.
- 20. On or about February 2, 2017, Nationwide failed to honor the corporate policy issued to Broken Vessel insinuating the pastor had knowledge of the alleged intentional "setting of the fire", stating they had proof, which had never been presented.
- 21. On or about February 2, 2017, Nationwide failed to honor the corporate policy issued to Broken Vessel refusing to honor the "Full Replacement" value of the policy.
- 22. On or about February 2, 2017, Nationwide failed to honor the corporate policy issued to Broken Vessel stating prior claims preclude paying the value of the policy.
- 23. On or about February 2, 2017, Pastor of Broken Vessel, under duress because of his fear of the implied allegations, signed an offer without obtaining the church board's approval.

COUNT ONE BREACH OF CONTRACT

- 24. Plaintiff re- alleges and re- avers the allegations in Paragraphs One through Twenty-three.
- 25. The Defendant, Nationwide, A,B,C and ,D,E,F, and G,H,I, breached its corporate policy by failing and/ or refusing to fully compensate the Plaintiff's church building that was burned and destroyed and sustained substantial damage and property loss due to fire.
- 26. While Nationwide offered \$293,000 as payment to satisfy Plaintiff's fire claim for property loss and damage, this amount is substantially under the value of the items and furnishing s destroyed and will not make the Plaintiff whole.
- 27. Plaintiff avers that Nationwide has breached its contract on the fire damage because it has undervalued the fire damage without reason or justification.

- 28. Plaintiff avers that Nationwide has breached its contract on the property loss because it has undervalued the property loss without reason or justification.
- 29. The Plaintiff has complied with all of the conditions of the insurance policy prior to filing this Complaint. All conditions precedent have been performed or occurred.

WHEREFORE, PREMISES CONSIDERED, Plaintiff, Broken Vessel, demands a judgment against Defendant, Nationwide, A,B,C and ,D,E,F, and G,H,I, for compensatory, punitive, and general damages in such amounts as a jury determines to be reasonable.

COUNT TWO BAD FAITH

- 30. Plaintiff re- alleges and re- avers the allegations in Paragraphs One through Twenty-nine.
- 31. The Defendant, Nationwide, A,B,C and ,D,E,F, and G,H,I, breached its corporate policy by denying Plaintiff's timely claim for coverage under the Nationwide corporate policy submitted on or about November 27, 2016, failed to pay such claims, and failed to investigate the claims properly.
- 32. That, as evidence of Nationwide's refusal to pay on all of the Plaintiff's claims, had no reasonably legitimate or arguable reason to deny these claims.
- 33. In addition, Defendant, Nationwide, A,B,C and ,D,E,F, and G,H,I, intentionally and recklessly failed to investigate these claims, intentionally and recklessly failed to subject these claims to a cognitive review, manufactured a debatable reason to deny these claims and relied on unsubstantiated, ambiguous information to deny these claims.
- 34. The Plaintiff has been unable to use the church building and are unable to rebuild the church building since it is unable to afford to repair and/ or replace the church building without the insurance coverage it bargained for in the Nationwide corporate policy.

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WHEREFORE, PREMISES CONSIDERED, Plaintiff, Broken Vessel, demands a judgment against Defendant, Nationwide, A,B,C and ,D,E,F, and G,H,I, for compensatory, punitive, and general damages in such amounts as a jury determines to be reasonable.

PLAINTIFF DEMANDS A TRIAL BY STRUCK JURY

Done this 23rd day of March, 2017.

Nationwide Insurance 1100 Locust Street, Dept 1100 Des Moines, IA 50391-1100

FELICIA HARRIS- DANIELS (HAR333) 8444 5th Avenue South

8444 5th Avenue South Birmingham, AL 35206

(205) 637-2298

PLEASE SERVE DEFENDANT VIA CERTIFIED MAIL AT:

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, the front if space permits.
- Lenguage Insurance

 Con Locust Street

 Dept. 1100

Des Moines, Iowa 50391-1100

CV2017-000099 D001

o printe Number (Transfer from service label)
7016 1970 0000 899

SOMPLE TO THIS SECTION ON DELIVERY

A. Signature

□ Agent □ Addressee

☐ Yes

3. Received by Printed Values 12-1-12 Date of Delivery

D. Is delivery address different from item 1?

If YES, enter delivery address pelow.

Service Type

Adult Signature

Adult Signature Restricted Delivery

Certified Mail®

D Certifled Mail Restricted Delivery

Collect on Delivery

Cl Collect on Delivery Restricted Delivery

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Nail Restricted Delivery

[] Priority Mail Express®

☐ Registered Mail™

 Registered Mail Restricted Delivery

Meturn Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

PS Form 3811, April 2015 PSN 7530-00000-9053

Domestic Return Receipt

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United States Postal Service

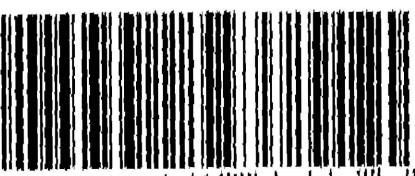
First-Class Mail Postage & Fees Paid USPS Permit No. G-10

Sender: Please print your name, address, and 2004 in this box

ANNE-MARIE ABAMS, CLERK ROOM 400 JEFF, CO. COURSEMANS. 716 RICHARD ARRINGTON IN PROPERTY.

BIRMINGHAM, ALABAMA 35283

USPS TRACKING#



9590 9401 0050 5168 0550 19



AlaFile E-Notice

01-CV-2017-000099.00

Judge: ELISABETH A FRENCH

To: HARRIS-DANIELS FELICIA DE mrsharrisdaniels@att.net

NOTICE OF SERVICE

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

BROKEN VESSEL UNITED MISSONARY VS NATIONWIDE INSURANCE COMPANY 01-CV-2017-000099.00

The following matter was served on 3/30/2017

D001 NATIONWIDE INSURANCE COMPANY

Corresponding To

CERTIFIED MAIL

ANNE-MARIE ADAMS
CIRCUIT COURT CLERK
JEFFERSON COUNTY, ALABAMA
JEFFERSON COUNTY, ALABAMA
716 N. RICHARD ARRINGTON BLVD.
BIRMINGHAM, AL, 35203

205-325-5355 anne-marie.adams@alacourt.gov

Case 2:17-cv-00644-ABAMAOSITIST CASEFINET CASE

PREPARED FOR: JOHN JOHNSON



County: **01** Case Number: **CV-2017-000099.00** Court Action:

Style: BROKEN VESSEL UNITED MISSONARY VS NATIONWIDE INSURANCE COMPANY

Real Time

Case Action Summary				
Date:	Time	Code	Comments	Operator
3/24/2017	4:24 PM	FILE	FILED THIS DATE: 03/24/2017 (AV01)	PDS
3/24/2017	4:24 PM	EORD	E-ORDER FLAG SET TO "Y" (AV01)	PDS
3/24/2017	4:24 PM	ASSJ	ASSIGNED TO JUDGE: ELISABETH A FRENCH (AV01)	PDS
3/24/2017	4:24 PM	SCAN	CASE SCANNED STATUS SET TO: N (AV01)	PDS
3/24/2017	4:24 PM	TDMN	BENCH/NON-JURY TRIAL REQUESTED (AV01)	PDS
3/24/2017	4:24 PM	STAT	CASE ASSIGNED STATUS OF: ACTIVE (AV01)	PDS
3/24/2017	4:24 PM	ORIG	ORIGIN: INITIAL FILING (AV01)	PDS
3/24/2017	4:25 PM	C001	C001 PARTY ADDED: BROKEN VESSEL UNITED MISSONARY F	PDS
3/24/2017	4:25 PM	C001	INDIGENT FLAG SET TO: N (AV02)	PDS
3/24/2017	4:25 PM	C001	LISTED AS ATTORNEY FOR C001: PRO SE (AV02)	PDS
3/24/2017	4:25 PM	C001	C001 E-ORDER FLAG SET TO "N" (AV02)	PDS
3/24/2017	4:25 PM	D001	D001 PARTY ADDED: NATIONWIDE INSURANCE COMPANY	PDS
3/24/2017	4:25 PM	D001	INDIGENT FLAG SET TO: N (AV02)	PDS
3/24/2017	4:25 PM	D001	D001 E-ORDER FLAG SET TO "N" (AV02)	PDS
3/24/2017	4:28 PM	ESCAN	SCAN - FILED 3/24/2017 - CIVIL COVERSHEET	PDS
3/24/2017	4:28 PM	ESCAN	SCAN - FILED 3/24/2017 - SUMMONS	PDS
3/24/2017	4:29 PM	ESCAN	SCAN - FILED 3/24/2017 - COMPLAINT	PDS
3/27/2017	9:48 AM	C001	LISTED AS ATTORNEY FOR C001: HARRIS-DANIELS FELIC	KAH
3/27/2017	9:49 AM	D001	D001 ADDR STATE CHANGED FROM: AL (AV02)	KAH
3/27/2017	9:49 AM	D001	LISTED AS ATTORNEY FOR D001: PRO SE (AV02)	KAH
3/27/2017	9:50 AM	D001	CERTIFIED MAI ISSUED: 03/27/2017 TO D001 (AV02)	KAH
1/13/2017	10:48 AM	ESERC	SERVICE RETURN	MAM
1/13/2017	10:49 AM	D001	SERVICE OF CERTIFIED MAI ON 03/30/2017 FOR D001	MAM



END OF THE REPORT